## Exhibit 2

**HMC Settlement Term Sheet** 

### **Settlement Term Sheet**

This term sheet (this "Term Sheet") sets forth the principal terms of a settlement (the "Settlement") between Core Scientific, Inc. and its debtor affiliates (collectively, "Core" or the "Debtors") and Huband-Mantor Construction, Inc. ("HMC"; each of Core, HMC and each Subcontractor (as herein defined) is referred to herein, individually, as a "Party" and, collectively, as the "Parties").

This Term Sheet and the terms set forth herein are binding upon, and inure to the benefit of, the Parties, subject to the approval of the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"). This Term Sheet does not purport to set forth every term of the Settlement Motion (as defined below) or the 9019 Order (as defined below).

Term	Description	
Claims and Liens	HMC has asserted pre-petition and post-petition claims (such claims an any other claims that may be asserted, the "HMC Claims") against the Debtors, including, without limitation, Proofs of Claims Nos. 55 and 90 HMC has filed liens against certain of the Debtors' assets (such liens the "HMC Liens"), including, without limitation, the mechanics' lien against the Debtors' Cedarvale site (the "Cedarvale Facility"), the Debtors' Cottonwood 1 site (the "COT 1 Facility") and the Debtors Cottonwood 2 site (the "COT 2 Facility" and, together with the COT Facility and the COT 2 Facility, collectively, the "Facilities") set fort on Annex A hereto.  Certain subcontractors and sub-subcontractors of HMC (collectively, the "Subcontractors" and, each, individually, a "Subcontractor") have	
	asserted pre-petition and post-petition claims (such claims, the "Sub Claims" and, together with the HMC Claims, the "Claims") against the Debtors, including, without limitation, Proofs of Claims Nos. 3, 43, 44, 45, 46, 47, 84, 85, 91, 114, 163, 171, 186, 193, 194, 273, 274, 275, 276, 341, 343, 356, and 514. The Subcontractors have filed liens against certain of the Debtors' assets (such liens, the "Sub Liens" and, together with the HMC Liens, the "Liens"), including, without limitation, the mechanics' liens against the Debtors' Facilities set forth on Annex B hereto.	
Approval of the Settlement	Debtors to file a motion to approve the Settlement (the "Settlement Motion").	
	Debtors to obtain entry of an order of the Bankruptcy Court under sections 365(a), and 105(a) of the Bankruptcy Code and Bankruptcy Rule 9019 approving the Settlement (such order, the "9019 Order"). The Debtors will request that the 9019 Order shall be effective immediately upon its entry.	

## Release of HMC Claims and HMC Liens

9019 Order to provide, among other things, that:

- (i) within five (5) days following the entry of the 9019 Order:
  - (a) Core shall make a payment to HMC in the amount of \$2,000,000 (the "Initial Payment");
  - (b) Core shall deliver to HMC:
    - (1) a duly executed promissory note (the "Note") in the principal amount of \$15,500,000, which shall be secured by
    - (2) a duly executed leasehold deed of trust in form and substance reasonably acceptable to HMC (the "Mortgage") encumbering the Debtors' leasehold estate in the COT 1 Facility, which Mortgage shall have the same priority as the HMC Liens;
  - (c) Core shall deliver to HMC an estoppel agreement duly executed by the landlord under the lease of the COT 1 Facility (the "COT 1 Landlord") in form and substance reasonably acceptable to HMC and the COT 1 Landlord; and
  - (d) Core shall use commercially reasonable efforts to deliver to HMC an estoppel agreement duly executed by ENGIE Resources LLC ("Engie") the electric power supplier to Core for the COT 1 Facility in form and substance reasonably acceptable to HMC and Engie;
- (ii) immediately upon delivery of the Initial Payment and the Note to HMC, and the recordation of the Mortgage in the Official Public Records of the County where the COT 1 Facility is located:
  - (a) the HMC Claims shall be finally and fully paid, satisfied, released and expunged, and HMC shall cooperate with the Debtors and take all reasonable steps necessary to obtain release of the Sub Claims, including supporting any objections to the Sub Claims filed by the Debtors,
  - (b) the Liens shall be fully and finally released, extinguished and discharged,
  - (c) any and all contracts and outstanding purchase orders between HMC and the Debtors are terminated and HMC shall not have claims for rejection damages based on such termination, and
  - (d) the Parties shall each grant a complete and final release of all claims against each other and covenant not to sue, in each case, in favor of the other Party;

bankruptcy, Core shall deliver, at Core's cost, to HMC an up to date title commitment from Chicago Title Insurance Company or another title agent and underwriter reasonably acceptable to HMC, evidencing the first lien priority of the Mortgage.
The Note shall bear interest at the rate of 5% per annum, with a default interest rate of 12% per annum, and have a term of 36 months. The Note shall be fully amortized, payable on the first of each month beginning on the first day of the calendar month which is two (2) full months after the date on which the Initial Payment is made (e.g., if the Initial Payment is made on July 15, the first monthly payment date will be October 1).  The Note shall be subject to mandatory prepayments in the following instances:  1. If the average daily hashprice is greater than 13c but less than 16c for 90 consecutive days ("13c Hashprice Trigger"), Core will be required to make a one-time mandatory prepayment of 25% of the then outstanding principal balance of the Note within 90 days following the occurrence of the 13c Hashprice Trigger.  2. In addition, if the average daily hashprice is greater than 16c for three consecutive months ("16c Hashprice Trigger"), Core will be required to make a one-time mandatory prepayment of 25% of the remaining outstanding principal balance of the Note within 90 days following the occurrence of the 16c Hashprice Trigger.  Upon payment in full of the Note, HMC will record a satisfaction of the
Mortgage.  Core shall have the right, exercisable at any time and from time to time,
to voluntarily prepay the Note in whole or in part, and any such prepayment shall be without any penalty or fees.  Any mandatory or voluntary prepayment of the Note shall be applied in inverse order maturity and shall not extend or postpone the due dates of the monthly installments due under the Note or change the amounts of
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Event of Default	An "Event of Default" shall occur if Core fails to pay any monthly installment due under the Note on the payment date when such monthly installment becomes due, and such failure continues for thirty (30) days after HMC gives written notice thereof to Core.	
	Subject to the terms of the Note, if an Event of Default occurs then the interest rate on the past-due payment shall increase to 12% per annum from the day after the payment due date until the Note is brought current by paying all past-due principal and interest.	
	Unless and until an Event of Default occurs, HMC shall be barred from foreclosing or otherwise enforcing the Mortgage or otherwise taking adverse action against Core or any of Core's assets (including the COT 1 Facility) with regard to any amounts secured by the Mortgage.	
Provision of Goods	Within sixty (60) days following the entry of the 9019 Order, Core shall, at Core's cost and expense, take possession of the goods described in Annex C (the "Stored Goods") which are currently being stored by HMC and HMC shall have no further interest in the Stored Goods.	
Attorneys' Fees	Core, HMC and each Subcontractor will each be responsible for and pay its own legal fees and out-of-pocket expenses in connection with the Claims, the Liens, and the chapter 11 cases of the Debtors pending in the Bankruptcy Court.	
Closing and Other Customary Terms	Settlement Motion and 9019 Order to provide that the lien of the Mortgage shall be valid and have the same priority as the HMC Liens and include terms reasonable and customary to settlement agreements in similarly complex chapter 11 cases, with such terms to be negotiated by the Parties.	
Bankruptcy Court Approval	The Debtors shall file the Settlement Motion with the Bankruptcy Court on or prior to July 31, 2023.	
	The Debtors and HMC shall act in good faith to implement the Settlement and shall take all actions reasonably necessary to obtain entry of the 9019 Order.	
	No plan proposed by the Debtor will alter the terms of the Settlement.	

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Binding Effect	This Term Sheet and the terms hereof are legally binding upon, and inure		
	to the benefit of, the Parties, subject to the approval of the Bankruptcy		
	Court and entry of the 9019 Order.		

IN WITNESS WHEREOF, duly authorized members of the Parties have executed this Term Sheet as of July \_\_\_, 2023.

<b>HUBAND-MANTOR</b>	CONSTRUCTION,
INC.	

By		
Name:		
Title:		

## CORE SCIENTIFIC, INC.

By:

Docusigned by:

Llam Sullivan

Scale Security Adam Sullivan

Title: President

IN WITNESS WHEREOF, duly authorized members of the Parties have executed this Term Sheet as of July 19, 2023.

#### Annex A

#### **HMC Liens**

### **Cedarvale Facility:**

1. That certain Affidavit Claiming Mechanic's and Materialman's Lien, in the amount of \$10,297,562.23, filed by Huband-Mantor Construction, recorded on January 19, 2023, under Recording Number 2023-0202.

#### **COT 1 Facility:**

- 1. That certain Notice of Mechanic's Lien in the amount of \$9,007,945.01, filed by Huband-Mantor Construction, Inc., recorded on November 14, 2022, under Recording Number 2022007951, as amended by that certain Notice of Mechanic's Lien in the amount of \$12,548,795.32, recorded on December 29, 2022, under Recording Number 2022009071, as amended by that certain Notice of Mechanic's Lien in the amount of \$15,603,889.45, recorded on January 18, 2023, under Recording Number 2023000447.
- 2. That certain Notice of Mechanic's Lien in the amount of \$1,699,939.21, filed by Huband-Mantor Construction, Inc., recorded on November 14, 2022, under Recording Number 2022007953, as amended by that certain Notice of Mechanic's Lien in the amount of \$1,967,676.93, recorded on January 18, 2023, under Recording Number 2023000448.

## **COT 2 Facility:**

- 1. That certain Notice of Mechanic's Lien in the amount of \$9,007,945.01, filed by Huband-Mantor Construction, Inc., recorded on November 14, 2022, under Recording Number 2022007951, as amended by that certain Notice of Mechanic's Lien in the amount of \$12,548,795.32, recorded on December 29, 2022, under Recording Number 2022009071, as amended by that certain Notice of Mechanic's Lien in the amount of \$15,603,889.45, recorded on January 18, 2023, under Recording Number 2023000447.
- 2. That certain Notice of Mechanic's Lien in the amount of \$1,699,939.21, filed by Huband-Mantor Construction, Inc., recorded on November 14, 2022, under Recording Number 2022007953, as amended by that certain Notice of Mechanic's Lien in the amount of \$1,967,676.93, recorded on January 18, 2023, under Recording Number 2023000448.

#### Annex B

#### **Sub Liens**

### **Cedarvale Facility:**

- 1. That certain Affidavit Claiming Mechanic's and Materialman's Lien in the amount of \$839,883.12, filed by Graybar Electric Company, Inc., recorded on September 9, 2022, under Recording Number 2022-3542.
- 2. That certain Affidavit Claiming Mechanic's and Materialman's Lien (Ward County, Texas) in the amount of \$52,329.76, filed by Jay Henges Enterprises, Inc. d/b/a Porta King Building Systems, recorded on February 13, 2023, under Recording Number 2023-0467.
- 3. That certain Affidavit for Mechanic's Lien in the amount of \$54,016.75, filed by Wessely-Thompson Hardware, Inc., recorded on October 14, 2022, under Recording Number 2023-3951.
- 4. That certain Affidavit for Mechanic's Lien, in the amount of \$536,728.57, filed by MK Marlow Company, LLC, recorded on November 15, 2022, under Recording Number 2022-4351.
- 5. That certain Affidavit Claiming Mechanic's and Materialman's Lien in the amount of \$1,547,802.40, filed by Coonrod Electric Co., LLC, recorded on November 21, 2022, under Recording Number 2022-4431.
- 6. That certain Affidavit of Mechanic's Lien by Tiered Contractor or Supplier in the amount of \$309,162.20, filed by Summit Electric Supply Co., recorded on November 28, 2022, under Recording Number 2022-4495.
- 7. That certain Affidavit for Mechanic's Lien by Tiered Contractor or Supplier in the amount of \$4,466.68, filed by Morsco Supply LLC d/b/a Morrison Supply Company, recorded on November 30, 2022, under Recording Number 2022-4527.
- 8. That certain Affidavit Claiming A Mechanic's and Materialman's Lien in the amount of \$276,206.50, filed by T&D Moravits & Co., LLC, recorded on December 15, 2022, under Recording Number 2022-4799.

### **COT 1 Facility:**

- 1. That certain Notice of Mechanic's Lien in the amount of \$1,153,226.72, dated as of September 8, 2022, filed by Graybar Electric Company, Inc., recorded on September 9, 2022, under Recording Number 202206200, as partially released by that certain Unconditional Waiver and Partial Release of Lien in the amount of \$279,961.04, dated as of September 23, 2022.
- 2. That certain Notice of Mechanic's Lien in the amount of \$677,993.88, dated as of November 11, 2022, filed by Coonrod Electric Co., LLC, recorded on November 15, 2022, under Recording Number 2022007984.

- 3. That certain Notice of Mechanic's Lien in the amount of \$305,769.50, dated as of December 14, 2022, filed by T&D Moravits & Co., recorded on December 15, 2022, under Recording Number 2022008777.
- 4. That certain Notice of Mechanic's Lien in the amount of \$83,744.45, filed by MK Marlow Company recorded on November 14, 2022, under Recording Number 2022007947.
- 5. That certain Notice of Mechanic's Lien in the amount of \$978,127.96, filed by MK Marlow Company recorded on November 14, 2022, under Recording Number 2022007946.
- 6. That certain Affidavit of Mechanics Lien by Tiered Contractor or Supplier in the amount of \$22,558.14, filed by Summit Electric Supply Co., recorded on December 2, 2022 under Recording Number 2022008384.
- 7. That certain Affidavit of Mechanics Lien by Tiered Contractor or Supplier in the amount of \$821,433.16, filed by Summit Electric Supply Co., recorded on November 30, 2022 under Recording Number 2022008322
- 8. That certain Affidavit for Mechanic's and Materialman's Lien in the amount of \$230,228.91, filed by Network Cabling Services, Inc., recorded on November 7, 2022 under Recording Number 2022007804.
- 9. That certain Affidavit of Mechanics Lien by Tiered Contractor or Supplier in the amount of \$6,163.08, filed by Morsco Supply LLC d/b/a Morrison Supply Company, recorded on November 30, 2022 under Recording Number 2022008321.
- 10. That certain Affidavit Claiming Mechanic's and Materialman's Lien in the amount of \$4,083,704.13, filed by Coonrod Electric Co., LLC, recorded on November 15, 2022 under Recording Number 2022007983.

11.	. That certain Notice of Claim in the amount of \$8,463.19, filed by 1155 Distributor
	Partners Housing, LLC d/b/a Lonestar Electric Supply, recorded on [] under Recording
	Number [].

#### **COT 2 Facility:**

- 1. That certain Notice of Mechanic's Lien in the amount of \$1,153,226.72, dated as of September 8, 2022, filed by Graybar Electric Company, Inc., recorded on September 9, 2022, under Recording Number 202206200, as partially released by that certain Unconditional Waiver and Partial Release of Lien in the amount of \$279,961.04, dated as of September 23, 2022.
- 2. That certain Notice of Mechanic's Lien in the amount of \$677,993.88, dated as of November 11, 2022, filed by Coonrod Electric Co., LLC, recorded on November 15, 2022, under Recording Number 2022007984.

- 3. That certain Notice of Mechanic's Lien in the amount of \$96,192.50, dated as of December 14, 2022, filed by T&D Moravits & Co., recorded on December 15, 2022, under Recording Number 2022008779.
- 4. That certain Notice of Mechanic's Lien in the amount of \$83,744.45, filed by MK Marlow Company recorded on November 14, 2022, under Recording Number 2022007947.
- 5. That certain Notice of Mechanic's Lien in the amount of \$978,127.96, filed by MK Marlow Company recorded on November 14, 2022, under Recording Number 2022007946.

# Annex C

## **Stored Goods**

Cottonwood 1 & Cedarvale COMBINED		
	Description	Quantity
Switchgear	750MCM 2 hole lugs	10,335
Switchgear	1/2" X 2 1/2" SiBr bolt	20,670
Switchgear	1/2" SiBr flat washer	41,338
Switchgear	1/2" SiBr lock washer	20,669
Switchgear	1/2" SiBr nut	20,669
Switchgear	Penatrox (case)	10
Switchgear	750 Aluminum cable (feet)	601,920
Switchgear	750 Aluminum cable (spool) (duplicate)	114
Cable Tray	12" X 12' quicksplice 4" CT	1,040
Cable Tray	24" X 12' quicksplice 4" CT	1,503
Cable Tray	36" X 12' quicksplice 4" CT	1,210
Cable Tray	36" X 24" Horizontal TEE	720
Cable Tray	24" X 12" Horizontal TEE	240
Cable Tray	36" Cable Tray box connector	480
Cable Tray	24" Vertical outside 90	720
Cable Tray	24" X 12" reducer	720
Cable Tray	Expansion splice plate	480
Cable Tray	bonding jumper	960
Cable Tray	cable tray clamp/guide	10,640
Cable Tray	1 5/8" X 1 5/8" X 10' unistrut	720
Cable Tray	1/2" X 10' Allthread	720
Cable Tray	1/2" buzz nut	1,440
Lighting	Wall Mount Fixture	378
Lighting	Wall Mount Fixture with battery backup	54
Lighting	27W Industrial Linear Strip	1,476
Lighting	27W Industrial Linear Strip with battery backup	531
Lighting	40W Industrial Linear Strip	324
Lighting	40W Industrial Linear Strip with battery backup	108
Lighting	Exit sign	243
Tech Building	2'X4' Recessed Light fixture	61
Tech Building	2'X4' Recessed Light fixture with battery backup	8
Tech Building	LED High Bay suspended fixture	25
Tech Building	LED High Bay suspended fixture with batter backup	4
Tech Building	6" recessed down light	4

Tech Building	Wall mount Fixture	5
Tech Building	Exit sign	3
Electrical Rough-In	2/0 Aluminum cable color and paralleled	1,600,000
Electrical Rough-In	2/0 Aluminum cable color and paralleled (spool) (duplicate)	80
Electrical Rough-In	#4 Aluminum Green	400,000
Electrical Rough-In	#4 Aluminum Green (spool) (duplicate)	80
UG Rough-In	4" PVC installation of duct bank	0
Transformers/Panels	30kVA Dry type transformer	240
Transformers/Panels	208/120V Panels	240
Transformers/Panels	60A Fan Wall PDU (FBO)	0

Cottonwood 1		
	Description	Quantity
Switchgear	750MCM 2 hole lugs	5035
Switchgear	1/2" X 2 1/2" SiBr bolt	10070
Switchgear	1/2" SiBr flat washer	20140
Switchgear	1/2" SiBr lock washer	10070
Switchgear	1/2" SiBr nut	10070
Switchgear	Penatrox (case)	5
Switchgear	750 Aluminum cable (feet)	285120
Switchgear	750 Aluminum cable (spool) (duplicate)	54
Cable Tray	12" X 12' quicksplice 4" CT	520
Cable Tray	24" X 12' quicksplice 4" CT	668
Cable Tray	36" X 12' quicksplice 4" CT	605
Cable Tray	36" X 24" Horizontal TEE	360
Cable Tray	24" X 12" Horizontal TEE	120
Cable Tray	36" Cable Tray box connector	240
Cable Tray	24" Vertical outside 90	360
Cable Tray	24" X 12" reducer	360
Cable Tray	Expansion splice plate	240
Cable Tray	bonding jumper	480
Cable Tray	cable tray clamp/guide	5320
Cable Tray	1 5/8" X 1 5/8" X 10' unistrut	360
Cable Tray	1/2" X 10' Allthread	360
Cable Tray	1/2" buzz nut	720
Lighting	Wall Mount Fixture	168
Lighting	Wall Mount Fixture with battery backup	24
Lighting	27W Industrial Linear Strip	656
Lighting	27W Industrial Linear Strip with battery backup	236
Lighting	40W Industrial Linear Strip	144
Lighting	40W Industrial Linear Strip with battery backup	48
Lighting	Exit sign	108

Tech Building	2'X4' Recessed Light fixture	0
Tech Building	2'X4' Recessed Light fixture with battery backup	0
Tech Building	LED High Bay suspended fixture	0
Tech Building	LED High Bay suspended fixture with batter backup	0
Tech Building	6" recessed down light	0
Tech Building	Wall mount Fixture	0
Tech Building	Exit sign	0
Electrical Rough-In	2/0 Aluminum cable color and paralleled	800000
Electrical Rough-In	2/0 Aluminum cable color and paralleled (spool) (duplicate)	40
Electrical Rough-In	#4 Aluminum Green	200000
Electrical Rough-In	#4 Aluminum Green (spool) (duplicate)	40
UG Rough-In	4" PVC installation of duct bank	0
Transformers/Panels	30kVA Dry type transformer	120
Transformers/Panels	208/120V Panels	120
Transformers/Panels	60A Fan Wall PDU (FBO)	0

Cedarvale		
	Description	Quantity
Switchgear	750MCM 2 hole lugs	5300
Switchgear	1/2" X 2 1/2" SiBr bolt	10600
Switchgear	1/2" SiBr flat washer	21198
Switchgear	1/2" SiBr lock washer	10599
Switchgear	1/2" SiBr nut	10599
Switchgear	Penatrox (case)	5
Switchgear	750 Aluminum cable (feet)	316800
Switchgear	750 Aluminum cable (spool) (duplicate)	60
Cable Tray	12" X 12' quicksplice 4" CT	520
Cable Tray	24" X 12' quicksplice 4" CT	835
Cable Tray	36" X 12' quicksplice 4" CT	605
Cable Tray	36" X 24" Horizontal TEE	360
Cable Tray	24" X 12" Horizontal TEE	120
Cable Tray	36" Cable Tray box connector	240
Cable Tray	24" Vertical outside 90	360
Cable Tray	24" X 12" reducer	360
Cable Tray	Expansion splice plate	240
Cable Tray	bonding jumper	480
Cable Tray	cable tray clamp/guide	5320
Cable Tray	1 5/8" X 1 5/8" X 10' unistrut	360
Cable Tray	1/2" X 10' Allthread	360
Cable Tray	1/2" buzz nut	720
Lighting	Wall Mount Fixture	210

Lighting	Wall Mount Fixture with battery backup	30
Lighting	27W Industrial Linear Strip	820
Lighting	27W Industrial Linear Strip with battery backup	295
Lighting	40W Industrial Linear Strip	180
Lighting	40W Industrial Linear Strip with battery backup	60
Lighting	Exit sign	135
Tech Building	2'X4' Recessed Light fixture	61
Tech Building	2'X4' Recessed Light fixture with battery backup	8
Tech Building	LED High Bay suspended fixture	25
Tech Building	LED High Bay suspended fixture with batter backup	4
Tech Building	6" recessed down light	4
Tech Building	Wall mount Fixture	5
Tech Building	Exit sign	3
Electrical Rough-In	2/0 Aluminum cable color and paralleled	800000
Electrical Rough-In	2/0 Aluminum cable color and paralleled (spool) (duplicate)	40
Electrical Rough-In	#4 Aluminum Green	200000
Electrical Rough-In	#4 Aluminum Green (spool) (duplicate)	40
UG Rough-In	4" PVC installation of duct bank	0
Transformers/Panels	30kVA Dry type transformer	120
Transformers/Panels	208/120V Panels	120
Transformers/Panels	60A Fan Wall PDU (FBO)	0